

**AGREEMENT BETWEEN THE _____ AND
THE MASSACHUSETTS EXECUTIVE OFFICE OF ENERGY AND
ENVIRONMENTAL AFFAIRS RELATIVE TO
DISTRIBUTION OF MUNICIPAL GIS DATA**

WHEREAS, the Office of Geographic and Environmental Information (“MassGIS”) in the Executive Office of Energy and Environmental Affairs for the Commonwealth of Massachusetts has the mandate and mission to make GIS data, including physical resources and legal and administrative boundaries, available to GIS users in the Commonwealth; and

WHEREAS, MassGIS maintains a web site with freely downloadable GIS data files and associated documentation; and

WHEREAS, MassGIS also makes GIS data available via on-line mapping applications and via web services for third parties who are constructing application; and

WHEREAS, Cities and towns, including the _____ (hereafter “the municipality”) in the Commonwealth are often overwhelmed by requests for copies of digital data and for copies of maps and other derivative products based on parcels, zoning and other municipally owned and maintained datasets; and

WHEREAS, in most cases municipalities do not have adequate staff or infrastructure to support such requests in the timely fashion as required by law; and

WHEREAS, given these circumstances the municipality seeks to cooperate with MassGIS to make the digital data that the municipality manages available to the public via the MassGIS website and mapping applications.

NOW THEREFORE, in consideration of the mutual covenants contained herein the municipality and MassGIS agree as follows:

1. The municipality has requested that MassGIS distribute certain GIS datasets, as follows (list):

2. The municipality understands that this distribution will occur via the MassGIS web site through on-line data download, interactive mapping applications, or computer storage media, as well as via web mapping services.
3. The municipality or their agent shall:
 - a) Provide MassGIS with a current version of the data at least annually. The format provided to MassGIS must be a shape file, but if a community wishes MassGIS to also distribute an ESRI personal geodatabase, MassGIS can include that in what is distributed.

- b) Exercise due diligence to remove from the data provided any confidential or sensitive information that would be exempt from disclosure under the Commonwealth's public records law.
- c) Include spatial reference information (e.g., data are in Mass. State Plan Coordinates, NAD83, with units of US Survey Feet). For the shape file format this information will preferably be in an accompanying projection file. It is expected that similar information would be incorporated into a geodatabase file if one is provided.
- d) Include metadata with each data set. The metadata will preferably be FGDC compliant, but failing that the data description provided must at least describe the original source of the data and when it was last updated; contact information for additional questions must also be provided. This information will enable MassGIS staff to create dataset-specific documentation if it is not provided by the municipality.

4. MassGIS shall:

- a. Review the data provided and will identify serious structural errors, discrepancies with earlier versions or other issues with data quality. Based on this review, MassGIS may decline to distribute the data provided.
- b. Standardize the attributes and integrate the data provided into statewide data layers “as-is” without substantial additional effort to identify or correct errors. These datasets will be distributed “as is” with no representation on the part of MassGIS as to geographic or attribute accuracy.
- c. Respond to user inquiries regarding individual datasets based on the documentation developed in cooperation with the municipality.

5. The municipality construes this contract as a transaction with the Commonwealth of Massachusetts made pursuant to M.G.L. Ch30B, § 1(b) (4). Therefore, this agreement is not subject to the uniform procurement requirements of MGLS Ch30B.

6. Either the municipality or MassGIS may terminate this agreement with written notice to the other party at any time.

CITY/TOWN of _____

MassGIS

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____